

01-11
1974

AGREEMENT

AGREEMENT, dated the Twenty Fifth day of February, 1974, by and between the Township of Galloway, State of New Jersey, hereinafter referred to as the "City" and the New Jersey State Policemen's Benevolent Association, Mainland Local number seventy seven, hereinafter referred to as "PBA#77."

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Revised Statute 34:13a-5.1 et seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and its employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees; all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the Township of Galloway.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" of PBA#77 as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Galloway, hereinafter referred to as the "Employees". The City and Employees agree that the Majority Representative of PBA#77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for the adjustment of disputes and grievances and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13a-5.3 et seq. and shall have all the rights and priveleges pursuant thereto.

B. STEWARD

PBA#77 has appointed Patrolman Larry Mannery of the Galloway Township Police Department as the PBA Steward for the duration of this agreement, and in his absence, Detective Sergeant Edward Hepburn as the alternate Steward and they shall be granted all the rights and priveleges thereto.

ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an employee as to any action or non-action which violates any right arising from his or their employment.

STEP I - All grievances by an employee and responses thereto by the City, shall be submitted in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA#77 shall appoint an "Association Grievance Committee", hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership in or affiliation with PBA#77.

STEP II - The Committee shall, within five (5) days after screening and acceptance of a grievance, submit the grievance to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) days of receipt in writing.

STEP III - In the event the grievance is not resolved in step II, either party may within five (5) days after the decision in step II, refer the grievance to the Township Committee for resolution. The Township Committee must render a decision within fifteen (15) days of receipt of the grievance in writing.

STEP IV - In the event the grievance is not resolved in step III, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the New Jersey Public Employment Relations Commission within ten (10) days of receipt of the decision in step III that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee.

ARTICLE III - CONTINUED

If the City and Committee cannot mutually agree to a satisfactory arbitrator within fifteen (15) days of receipt of the list from the Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, he shall render his award in writing which shall be final and binding on all parties. The cost of the arbitrator's fee shall be shared equally by the City and PBA#77 as required in Chapter 303.

Any steward or officers of PBA#77 employed by the City, required in the grievance procedure to settle a grievance shall be released from work without loss of pay for such purpose and any witnesses employed by the City, reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Time extensions in any step of the grievance procedure may be mutually agreed to by the City and Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs such as promotions, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against an employee because of membership in or affiliation with, or legitimate activity on behalf of PBA#77, nor will the City encourage membership in any other association or union or do anything to interfere with the representation of the employees by PBA#77.

ARTICLE V - BULLETIN BOARD

The City shall permit the use of a bulletin board, located in the Police Department in an area accessible by all employees therein, to PBA#77 for the purpose of notices concerning PBA business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

It is understood by PBA#77 and the Employees that nothing contained in this agreement shall alter or deprive the City of any of its rights to govern the Police Department as set forth in the City Charter or any State law or regulation.

The City, PBA#77 and the employees understand and agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them.

ARTICLE VII - STRIKES

PBA#77 and the employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by employees, nor work stoppages, slowdowns, sickouts, or any other such method which would interfere with police service to the public or violate the Constitution and laws of the State of New Jersey. PBA#77 and the employees will not initiate such activities nor advocate or encourage other employees to initiate the same. PBA#77 and the employees will not support any member of the Association acting contrary to this provision.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Laws of 1968, of the State of New Jersey, the City agrees that every policeman shall have the right freely to organize, join and support the PBA#77 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303 or other laws of the State of New Jersey and the Constitution of the United States; that it shall not discriminate against any employee with respect to hours, wages, or other terms and conditions of employment by reason of his membership in the PBA or its affiliates, or his participation in any of their activities, or his institution of any grievance or proceeding under this agreement. Elected officers of PBA#77 employed by the City, shall be granted time off from their regular work schedule to attend negotiating sessions, grievance proceedings and meetings of PBA#77 provided that the efficiency of the police department is not seriously affected and such matters shall apply to the employees of the City.

ARTICLE IX - HOLIDAYS

Effective January 1, 1974, all employees covered by this agreement shall receive pay, based on their daily rate of compensation, for twelve (12) holidays in lieu of taking time off for these holidays, annually. Said accumulated pay shall be paid on the first pay day in December each year. An employee during his first year of employment will be entitled to an adjusted number of holidays based on the number of months of service during his initial calendar year of employment.

ARTICLE X - VACATIONS

- A. An employee, after completing one years service, and according to the following schedule thereafter, shall be entitled to a paid vacation annually:

Upon completing one years service up to 5 years.....10 working days
Upon completing 5 years service up 10 years.....12 working days
Upon completing 10 years service up to 20 years.....18 working days
Upon completing 20 years service and thereafter.....20 working days

- B. It is the intent of this Article to ensure personnel covered by this agreement shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This Article shall be in effect from January 1, 1974. It is further agreed by the City that the vacation days to which the employees are entitled will be given off by the end of the calendar year in which they are earned.

ARTICLE XI - LEAVES

A. SICK LEAVE

(1) DEFINED - Sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family, seriously ill, requiring the care and attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave by the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature, causing an employee's periodic or repeated absence for three days or more, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave by the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor may be required.

(2) ACCUMULATION - Every employee covered by this agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay, for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to utilize any or all such accumulated leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay. The City shall not require any of its employees who may be disabled through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section.

ARTICLE XI - LEAVES CONTINUED

B. FUNERAL LEAVE

(1) Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of death within his immediate family.

(2) The term "Immediate family" shall include only father, mother, step-parent; mother-in-law, father-in-law; grandparent; sister or brother; spouse; child or foster child of an employee, or relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and the notification of the department by the employee, and is for the sole purpose of arranging and attending funeral services. Such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

C. INJURY LEAVE

(1) Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from their respective employment.

(2) Any amount of salary or wages paid or payable to employees because of leave pursuant to this section (C) shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternates) of PBA#77 shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable notice to the Chief of Police.

ARTICLE XII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

Commencing January 1, 1974, the annual base salaries to be paid the following employees of the City shall be as follows and the pay periods shall continue as in the current practice.

Chief of Police.....	12,000 per annum
Lieutenant.....	11,000 per annum
Sergeant.....	10,500 per annum
Patrolman after completing 3 years.....	10,000 per annum
Patrolman after completing 2 years.....	9,500 per annum
Patrolman after completing 1 year.....	9,000 per annum
Patrolman during first year.....	8,000 per annum

All salary increases will be paid retroactive to January 1, 1974.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

(2) All employees covered by this agreement shall, in addition to their base salaries, be paid their straight time hourly rate of pay computed on an eight hour day, forty hour week for all overtime hours worked. All overtime payments shall be paid on the pay period immediately following the pay period in which the overtime was worked.

C. LONGEVITY

(1) Each employee covered by this agreement shall be paid in addition to and together with his or her annual base salary as listed in Article XII, Section A, additional compensation based upon the length of his or her service as fixed and determined according to the following schedule:

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ARTICLE XII - CONT.

LONGEVITY SCHEDULE

<u>YEARS SERVICE</u>	<u>PERCENT ANNUAL BASE SALARY</u>
Completing 5 years up to 10 years.....	2%
Completing 10 years up to 15 years.....	4%
Completing 15 years up to 20 years.....	6%
Completing 20 years up to 25 years.....	8%
25 years service and over.....	10%

Longevity pay shall be computed on the basis of the employee's anniversary date of employment.

ARTICLE XIII - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall thereafter be granted compensation appropriate to such office for the time so held. This Section is effective from January 1, 1974.

ARTICLE XIV - COLLEGE ALLOWANCE

The City and PBA#77 agree that the amount and quality of an employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or associates degree in law enforcement and which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of fifteen (15) dollars per year, accumutively, for each credit so received during the officer's employment with the City. The City also agrees to pay the cost of the necessary and required books each semester. Payments for all credits attained shall commence on the first pay day after receiving verification of the grade and credit obtained from the student.

ARTICLE XV - HOSPITALIZATION INSURANCE

- A. The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "J" for all employees covered by this Agreement, at the City's expense.
- B. The City further agrees to provide major medical insurance for all employees covered by this agreement, at the City's expense.

ARTICLE XVI - CLOTHING ALLOWANCE

In addition to any other benefit under this agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of one hundred (100) dollars yearly. Said allowance shall be paid on the first pay day in December, 1974. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the expense of cleaning and the maintenance os same.

It is further agreed that a clothing allowance for all uniformed personnel will be granted in the sum of two hundred (200) dollars annually for the replacement and purchase of same. All detectives and plainclothes personnel will be granted two hundred (200) dollars annually to purchase the necessary clothing for their assignments.

ARTICLE XVII - CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, ordinances, rules and regulations of the police department, and any present or past benefits which are enjoyed by employees covered by this agreement, that have not been included in this agreement shall be continued.

ARTICLE XVIII - SAVINGS CLAUSE

(1) In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any Municipal Ordinance, the City agrees that such ordinance shall be repealed or amended to conform to the terms of this Agreement.

ARTICLE XIX - DUARTION OF AGREEMENT

This Agreement shall be in full force and effect from January one, 1974, until midnight December 31, 1974.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1974. It is understood that PBA#77 is seeking a successor agreement commencing from January 1, 1975. This Agreement shall remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed
their signatures on the Twenty Fifth day of February, 1974.

ATTEST:

Audrey P. Novels

TOWNSHIP OF GALLOWAY

BY:

Peter J. Gar

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NUMBER 77

BY: Albert J. Tappan Pres.
(Majority Representative)

Signed, sealed and delivered
in the presence of:

Lerna M. Toltunicz
NOTARY